

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION**

GENWORTH LIFE AND ANNUITY)	CA: 4:09-CV-1439-RBH
INSURANCE COMPANY,)	
)	
Plaintiff,)	
)	
v.)	
)	
ANTHONY NASEEF)	
)	
and)	
)	ORDER
PATRICIA CAUSGROVE)	
)	
and)	
)	
ST. PAUL FIRE AND MARINE)	
INSURANCE COMPANY,)	
)	
Defendants.)	
_____)	

This is a statutory interpleader action filed pursuant to the provisions of 28 U.S.C. §§ 1335, 1397, and 2361 to settle competing claims to personal property located within this judicial district, more specifically certain payments due under Genworth Life and Annuity Insurance Company (“GLAIC”) annuity contract 430819 (the “Annuity Contract”) acquired by St. Paul Fire and Marine Insurance Company (“St. Paul”) to fund its obligations under a November 25, 1985 Settlement Agreement (the “Structured Settlement Agreement”) to make certain periodic payments to John Naseef. Since John Naseef’s death on April 2, 2008, monthly payments of \$1,000 per month, which continue to accrue, are on deposit with the Court. The current balance including all payments due through the month of September is \$29,000. In addition to entitlement to the interpleader proceeds, interpleader defendants Patricia Causgrove and Anthony Naseef have asserted counterclaims against the Plaintiff GLAIC to recover their legal fees incurred in this action.

The parties have informed the Court that all claims have been settled. The parties have further asked this Court to enter this Order documenting the terms of the settlement, directing the appropriate parties to make payments in accordance with the settlement, and dismissing this action with prejudice as to all claims that were or that could have been asserted in this action.

NOW, THEREFORE, WITH THE CONSENT OF ALL PARTIES, IT IS ORDERED THAT:

1. Patricia Causgrove will receive the full balance of the funds on deposit with the Court as of the date of this Order. The Clerk of Court is hereby directed to pay all such sums directly to the law firm of Clarke, Johnson, Peterson, & McLean, P.A., who is counsel for Patricia Causgrove. These proceeds shall be deposited in the law firm's trust account and disbursed to Patricia Causgrove and her counsel as appropriate.

2. The remaining \$1,000 monthly payments due under the Annuity Contract shall be paid in equal shares of \$500 per month to Patricia Causgrove and \$500 per month to Anthony Naseef. GLAIC is hereby directed to make all future monthly payments under the Annuity Contract in accordance with this Order.

3. A separate payment in the total amount of \$5,000 will be made by the Plaintiff to resolve all claims for legal fees that Patricia Causgrove and Anthony Naseef asserted against the Plaintiff, which payment will also resolve all other claims of any kind, known or unknown, that those parties may have had. Of this amount, Patricia Causgrove shall receive \$3,500 and Anthony Naseef shall receive \$1,500. GLAIC is hereby directed to pay the sum of \$5,000 to the law firm of Clarke, Johnson, Peterson, & McLean, P.A., with such proceeds to be deposited in the law firm's trust account and disbursed to counsel for Patricia Causgrove and to counsel for Anthony Naseef in accordance with this Order.

4. All claims that were asserted or that could have been asserted in this action by any party, whether such claims are presently known or unknown, are hereby released, and this action is hereby dismissed with prejudice as to all such claims.

5. St. Paul and GLAIC and their respective successors and assigns are hereby released and discharged from any and all liability, of any kind or nature, to any person or entity, including without limitation Patricia Causgrove and Anthony Naseef, with respect to claims that arise out of or relate in any way to the Structured Settlement Agreement or the Annuity Contract, except for a party's claims to enforce its rights under this Order.

6. Nothing contained in this Order shall be deemed to afford any party other than St. Paul any right of ownership or control of the Annuity Contract.

AND IT IS SO ORDERED.

s/R. Bryan Harwell
Honorable R. Bryan Harwell
United States District Court Judge

September 23, 2010

CONSENTED TO BY:

s/ Kevin K. Bell

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